

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TVBG LLC		05/22/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2577049	505 SOUTHWESTERN	
Registration Number:	3410660	OH BOY! BRAND	
Registration Number:	2804928	BAKERS EXPRESS	
Registration Number:	0816704	CHRIS' & PITT'S	
Registration Number:	2201703	T.J. FARMS	
Registration Number:	3101255	HAILEY'S HARVEST	
Registration Number:	3807559	505 SOUTHWESTERN	
Registration Number:	3375728	HAILEY'S HARVEST	
Registration Number:	3864770	HAILEY'S HARVEST	
Serial Number:	85456219	GOOD FAITH	
Serial Number:	85662367	TAKE IN ... DON'T TAKE OUT	
Serial Number:	85662371	SU MING TAKE IN ... DON'T TAKE OUT	
Serial Number:	85662373	SU MING	
Serial Number:	85843523	ALL AMERICAN SALSA	

TRADEMARK

Serial Number:	85897473	ALL AMERICAN COFFEE
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CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 216-479-8023

Email: rebecca.gallagher@squiresanders.com

Correspondent Name: Steven M. Auvil

Address Line 1: Squire Sanders (US) LLP

Address Line 2: 4900 Key Tower, 127 Public Square

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	034691.00176
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NAME OF SUBMITTER:	Steven M. Auvil
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Signature:	/Steven M. Auvil/
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Date:	05/24/2013
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Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of this 22nd day of May, 2013, by and between FLAGSHIP FOOD GROUP LLC, a Delaware limited liability company having an office at 12400 Wilshire Blvd., Suite 1100 Los Angeles, CA 90025, TVBG LLC, a Delaware limited liability company having an office at 439 E. Shore Dr. #200, Eagle, ID 83616 (each a "Grantor" and collectively, the "Grantors") and KEYBANK NATIONAL ASSOCIATION, a national banking association, in its capacity as Collateral Agent under and pursuant to the Credit Agreement, hereinafter defined (the "Secured Party"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement (defined below).

Recitals:

A. Flagship Food Group LLC, as "Parent Borrower"; Flagship Europe Limited, as "UK Borrower"; the Grantors party thereto as the "Grantors"; the Lenders party thereto as the "Lenders"; the Secured Party; and KeyBank National Association, as the "Administrative Agent", "Swingline Lender" and a "Letter of Credit Issuer", are the parties to that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, modified, extended or supplemented from time to time, the "Credit Agreement").

B. It is a condition precedent to the effectiveness of the Credit Agreement that the Grantors execute and deliver this Agreement.

C. This Agreement is made for the benefit of the Secured Party, in its capacity as Collateral Agent for the Lenders, of the Lenders, of the holders of obligations under Specified Hedge Agreements or for Bank Product Debt and of the Swingline Lender and Letter of Credit Issuer (collectively, the "Secured Creditors", with each being a "Secured Creditor").

Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. Reserved.

2. SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS, ETC.
Each Grantor hereby grants to the Secured Party a security interest in and continuing Lien on, with (only upon the occurrence and during the continuance of an Event of Default) power of sale to the extent permitted by applicable law, all of each Grantor's right, title and interest in all U.S. and foreign patents, trademarks, copyrights, trade names, assumed names, service marks, patent applications, trademark applications, trade name applications, service mark applications, copyright applications, design rights and trade secrets and the inventions and improvements described and claimed in the patents and patent applications (together with the items described in Clauses (a) through (d), below, the "Proprietary Collateral"), whether now owned or existing and

filed or hereafter acquired or arising and filed, including, without limitation, the Proprietary Collateral listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world. In addition, without limitation of the foregoing, with respect to any applications by any Grantor for a trademark based on an intent to use the same, if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “Intent-To-Use Applications”), so long as the applicable Grantor’s Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, the Proprietary Collateral shall include only a security interest for collateral purposes in such Intent-To Use Application and not a sale, transfer, conveyance or other assignment thereof.

3. OBLIGATIONS AND LIABILITIES SECURED. The security interests of the Secured Party under this Agreement secure (a) the full and prompt performance and observance of all of the terms, conditions and agreements contained in the Credit Agreement and the other Loan Documents, including, without limitation, the Obligations to be performed or observed by each Grantor, (b) the punctual full payment of the principal of and interest on any promissory note issued by the Borrower pursuant to Section 2.09(f) of the Credit Agreement (each a “Note” and collectively, the “Notes”) in accordance with the terms and provisions of the Notes (including interest accruing under the Notes after the commencement of any case or proceeding under any state or federal bankruptcy, insolvency or similar law (a “Proceeding”) to the extent that a claim for such interest is allowable in such a Proceeding (“Post-Petition Interest”)), (c) the performance and observance of the terms, conditions and agreements hereinafter contained, (d) the full performance and observance of all of the other terms, conditions and agreements contained in all of the other Loan Documents, and (e) any and all other indebtedness of each Grantor to the Secured Party, including Post-Petition Interest (all of which are referred to herein collectively as the “Secured Obligations”).

4. NEW PATENTS, TRADEMARKS, COPYRIGHTS, ETC. If, prior to the termination of this Agreement, any Grantor shall (a) obtain rights to any new patentable inventions, or (b) become entitled to the benefit of any patent, trademark, copyright, trade name, service mark, patent application, trademark application, service mark application, license or any reissue, division, continuation, renewal, extension or continuation in part of any of the same or any improvement on any of the same, the provisions of Paragraph 2, above, shall automatically apply thereto and such patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications, licenses, etc. shall automatically become Proprietary Collateral hereunder and shall be subject to the security interests described herein. Each Grantor shall give to the Secured Party written notice of the events described in clauses (a) and (b) within thirty (30) days of each such event. Each Grantor hereby authorizes the Secured Party to modify this Agreement by amending Exhibit A to include any future patents, trademarks, copyrights, trade names, service marks, patent applications, trademark applications, service mark applications and such Grantor agrees to execute any agreements, documents or instruments reasonably requested by the Secured Party to effectuate such amendment.

5. ROYALTIES; TERM. Each Grantor hereby agrees that the use by the Secured Party of the Proprietary Collateral as authorized hereunder shall be co-extensive with such Grantor’s rights thereunder and in respect thereof and without any liability for royalties or other related charges from the Secured Party to such Grantor. The term of the security interest granted

herein shall extend until the earlier of (a) the expiration or termination of each item of Proprietary Collateral, or (b) the date on which all "Collateral" (as defined) has been released pursuant to the terms of the Credit Agreement and other Loan Documents.

6. TERMINATION OF SECURITY INTEREST. This Agreement is made for collateral security purposes only. Upon release of all of the Collateral pursuant to the provisions of the Credit Agreement, this Agreement shall terminate, and the Secured Party shall promptly execute and deliver to each Grantor, at such Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Secured Party's security interest in the Proprietary Collateral subject to any disposition thereof which may have been made by the Secured Party pursuant to this Agreement, the Credit Agreement or any of the other Loan Documents.

7. DUTIES OF THE GRANTORS. Each Grantor shall have the duty (a) to prosecute any patent application, trademark application and service mark applications that are part of the patents, trademarks or service marks pending as of the date hereof and thereafter until the termination of this Agreement; (b) to make application on unpatented but patentable inventions, as such Grantor deems appropriate; (c) to take reasonable steps to preserve and maintain all of such Grantor's rights in any material Proprietary Collateral, including, without limitation, as appropriate, the use in interstate commerce, the timely payment of fees and the making of filings; and (d) not to divest itself of any right under any Proprietary Collateral, in each case unless such Proprietary Collateral is (i) obsolete, (ii) no longer used in the operation of the business, or (iii) replaced. Any expense incurred in connection with the foregoing shall be borne by the Grantors. No Grantor shall abandon any material pending patent application, trademark application, service mark application or patent, trademark, copyright, trade name or service mark encumbered hereby and material to the operation or value of the business of such Grantor without the prior written consent of the Secured Party.

8. INFRINGEMENT. Each Grantor represents and warrants to the Secured Party that such Grantor owns and possesses, and will own or possess continuously throughout the term of this Agreement, the valid right to use the Proprietary Collateral, without any known conflict with the rights of others, and no litigation or proceeding is pending, or, to the knowledge of such Grantor, threatened against the Grantor, which might, if successful, adversely affect such Grantor's interest in the Proprietary Collateral in any material respect.

9. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that it is the true and lawful owner or licensee of the Proprietary Collateral listed in the Exhibits attached hereto and that, to each Grantor's knowledge, said listed Proprietary Collateral constitutes all the patents and patent applications, trademarks, copyrights, service marks and other Proprietary Collateral registered in the United States Patent and Trademark Office or United States Copyright Office, as applicable, that such Grantor now owns or uses in connection with its business.

10. WAIVERS. No course of dealing between any Grantor and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party any right, power or privilege hereunder, under the Credit Agreement or any of the other Loan Documents, shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under any other Loan Document shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

11. SECURED PARTY'S EXERCISE OF RIGHTS AND REMEDIES UPON AN

EVENT OF DEFAULT.

(a) Upon the occurrence and during the continuance of an Event of Default, the Secured Party may (to the extent permitted by law) exercise any and all rights and remedies provided in this Agreement, the Credit Agreement, the other Loan Documents, at law and in equity. In connection therewith following the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the patents, trademarks, copyrights or service marks secured hereby and, if the Secured Party shall commence any such suit, the Grantors shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. The Grantors shall, upon demand, promptly reimburse the Secured Party for all reasonable out-of-pocket costs and other reasonable expenses including, without limitation, reasonable attorneys' fees and expenses, incurred by the Secured Party in the exercise of its rights under this paragraph.

(b) Without limiting the generality of subparagraph (b), above, if an Event of Default shall occur and be continuing, the Secured Party may by written notice to the Grantors take any or all of the following actions: (i) declare the entire right, title and interest of the Grantors in each of the patents, copyrights, trademarks and other Proprietary Collateral vested, in which event such right, title and interest shall immediately vest in the Secured Party, in which case each Grantor agrees to execute an assignment in form and substance reasonably satisfactory to the Secured Party of all its right, title, and interest to such Proprietary Collateral to the Secured Party; (ii) take and practice, use or sell the Proprietary Collateral; and (iii) direct the Grantors to refrain, in which event each Grantor shall refrain, from using or practicing the Proprietary Collateral directly or indirectly, and each Grantor shall execute such other and further documents as the Secured Party may reasonably request further to confirm this and to transfer ownership of the Proprietary Collateral to the Secured Party.

12. SEVERABILITY. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. MODIFICATION. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

14. CUMULATIVE REMEDIES; POWER OF ATTORNEY. All of the Secured Party's rights and remedies in respect of the Proprietary Collateral whether established hereby, by the Credit Agreement, by any of the Loan Documents or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default, each Grantor hereby constitutes and appoints the Secured Party its true and lawful attorney-in-fact, with full power of substitution, with power to (a) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Proprietary Collateral, (b) take any other actions in respect of the Proprietary Collateral as the Secured Party deems in the best interest of the Secured Party, (c) grant or issue any exclusive or non-exclusive license under the Proprietary Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Proprietary Collateral to anyone. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the "Collateral" (as such term is defined and used in the Credit Agreement) shall have been released pursuant to the terms of the Credit Agreement. Each

Grantor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Credit Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given to it by the terms of this Agreement, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Proprietary Collateral may be located or deemed located.

15. APPLICATION OF PROCEEDS. All Collateral and proceeds of Collateral obtained and realized by the Secured Party from the exercise of remedies hereunder or under any other documents relating to this Agreement shall, unless otherwise required by the terms of the other Loan Documents or by applicable law, be applied in accordance with Section 26 of the Security Agreement.

16. AGENT. The Secured Party will hold in accordance with this Agreement all items of the Collateral at any time received under this Agreement. The acceptance by the Secured Party of this Agreement, with all the rights, powers, privileges and authority so created, shall not at any time or in any event obligate the Secured Party to appear in or defend any action or proceeding relating to the Collateral to which it is not a party, or to take any action hereunder or thereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Collateral. By accepting the benefits of this Agreement, each Secured Creditor acknowledges and agrees that the rights and obligations of the Secured Party shall be as set forth in Article 8 of the Credit Agreement. Notwithstanding anything to the contrary contained in Article 8 of the Credit Agreement, this Section 16, and the duties and obligations of the Secured Party set forth herein, may not be amended or modified without the consent of the Collateral Agent.

17. ENFORCEMENT ON BEHALF OF SECURED CREDITORS. The Secured Creditors agree by their acceptance of the benefits hereof that this Agreement may be enforced on their behalf only by the action of the Secured Party, acting upon the instructions of the Required Lenders and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Secured Party, for the benefit of the Secured Creditors, upon the terms of this Agreement.

18. BINDING EFFECT; BENEFITS. This Agreement shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of the Secured Party and its nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a Subsidiary, a receiver, trustee or debtor-in-possession of or for such Grantor.

19. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York (without reference to the conflicts of law principles thereof other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

20. NOTICES. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 9.01 of the Credit Agreement.

21. SECURED PARTY'S DUTY. The Secured Party shall have no duty in respect of the Proprietary Collateral. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any steps necessary to preserve rights in the Proprietary Collateral against any other parties, but (upon the occurrence and during the continuance of an

Event of Default) may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Grantors and added to the Secured Obligations secured hereby.

22. SECTION HEADINGS. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

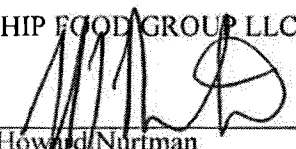
23. JURY TRIAL WAIVER. EACH GRANTOR AND THE SECURED PARTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE GRANTORS AND THE SECURED PARTY, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE, GUARANTY OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, WITH THE CREDIT AGREEMENT OR WITH THE TRANSACTIONS RELATED THERETO.

[No further provisions are on this page; the next page is the signature page.]

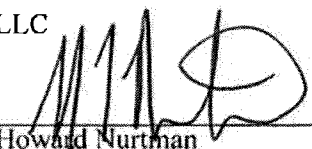
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTORS:

FLAGSHIP FOOD GROUP LLC

By: 
Name: Howard Nurtman
Title: Chief Financial Officer and Treasurer

TVBG LLC

By: 
Name: Howard Nurtman
Title: Vice President

SECURED PARTY:

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: David Opatrny
Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

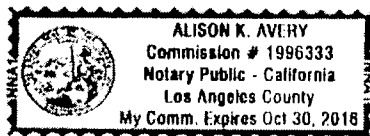
On May 20 2013 before me, Alison K. Avery, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Howard Nustman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: Alison K. Avery
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Intellectual Property Security Agreement

Document Date: May 20 2013 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Howard Nustman Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: CEO & Treasurer Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of

Los Angeles

On

May 20, 2013

Date

before me,

Alison K. Avery, Notary Public

Here Insert Name and Title of the Officer

personally appeared

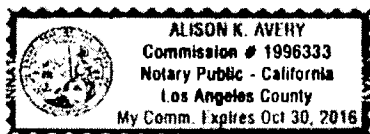
Howard Nurtman

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature:

Alison K. Avery

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Intellectual Property Security Agreement

Document Date:

May 20, 2013

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Howard Nurtman

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

VICE president

Signer Is Representing:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTORS:

FLAGSHIP FOOD GROUP LLC

By: _____
Name: Howard Nurtman
Title: Chief Financial Officer and Treasurer

TVBG LLC

By: _____
Name: Howard Nurtman
Title: Vice President

SECURED PARTY:

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: David Cipatny
Title: Vice President

STATE OF _____)
COUNTY OF _____) SS:

The foregoing Agreement was executed and acknowledged before me this ____ day of May 2013, by _____, personally known to me to be a _____ of Flagship Food Group LLC, a Delaware limited liability company, on behalf of such company.

NOTARY PUBLIC


STATE OF _____)
COUNTY OF _____) SS:

The foregoing Agreement was executed and acknowledged before me this ____ day of May 2013, by _____, personally known to me to be a _____ of TVBG LLC, a Delaware limited liability company, on behalf of such company.

NOTARY PUBLIC

STATE OF OHIO)
COUNTY OF Cuyahoga) SS:

The foregoing Agreement was executed and acknowledged before me this 22nd day of May 2013, by David J. Burton, personally known to me to be a Vice President of KeyBank National Association, a national banking association, on behalf of such national banking association.



BONNIE A. BURTON
Notary Public, State of Ohio
My Commission Expires April 13, 2016

S-2

CLEVELAND/1349790

TRADEMARK
REEL: 005035 FRAME: 0384

EXHIBIT A

SCHEDULE OF PROPRIETARY COLLATERAL

Schedule of Trademarks

Attached to and Forming a Part of Exhibit A to the
Intellectual Property Security Agreement
between KeyBank National Association, as Secured Party,
Flagship Food Group LLC and TVBG LLC, as Grantors

Trademarks

<u>Grantor</u>	<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
TVBG LLC	2,577,049	505 SOUTHWESTERN (Stylized)	June 11, 2002
TVBG LLC	3,410,660	OH BOY! BRAND (and Design)	April 8, 2008
TVBG LLC	2,804,928	BAKERS EXPRESS (and Design)	January 13, 2004
TVBG LLC	816,704	CHRIS' & PITT'S	October 11, 1966
TVBG LLC	2,201,703	T.J. FARMS	November 3, 1998
TVBG LLC	3,101,255	HAILEY'S HARVEST	June 6, 2006
TVBG LLC	3,807,559	505 SOUTHWESTERN	June 22, 2010
TVBG LLC	3,375,728	HAILEY'S HARVEST	January 29, 2008
TVBG LLC	3,864,770	HAILEY'S HARVEST	October 19, 2010

Trademark Applications

<u>Grantor</u>	<u>Application No.</u>	<u>Mark</u>	<u>File Date</u>
Flagship Food Group LLC	85/573802	FLAGSHIP (and Design)	March 19, 2012
Flagship Food Group LLC	85/548794	FLAGSHIP FOOD GROUP	February 21, 2012
Flagship Foods Group LLC	85/548820	FLAGSHIP LOGISTICS	February 21, 2012

Flagship Food Group LLC	85/548849	FLAGSHIP PACKAGING	February 21, 2012
Flagship Food Group LLC	85/674504	FLAGSHIP FOOD GROUP	July 11, 2012
Flagship Food Group LLC	85/837615	JOIN IN OUR PASSION	January 31, 2013
TVBG LLC	85/456219	GOOD FAITH	October 26, 2011
TVBG LLC	85/662367	TAKE IN...DON'T TAKE OUT	June 26, 2012
TVBG LLC	85/662371	SU MING TAKE IN... DON'T TAKE OUT (and Design)	June 26, 2012
TVBG LLC	85/662373	SI MING (and Design)	June 26, 2012
TVBG LLC	85/843523	ALL AMERICAN SALSA	February 7, 2013
TVBG LLC	85/897473	ALL AMERICAN COFFEE	April 8, 2013